

The undersigned, Grantor, for and in consideration of \$ 5,800<sup>00</sup>, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight 5-25, 1979 the exclusive option to BAW. D.A.F. purchase for the total sum of \$ 58,000, including said sum paid herewith, an easement for a right-of-way 175 feet in width for an electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, upon, over and across those certain premises situated in Township 40S, Range 9 E., W.M., Section 12, County of Klamath, State of Oregon, along the course more particularly described and shown on the attachment hereto marked Exhibit "A", together with the further rights set forth in the form of easement attached hereto marked Exhibit "B", each by this reference made a part hereof.

This option shall be deemed duly exercised if Grantee shall within said option period or any extension thereof give written notice of Grantee's election to exercise this option. Such notice may be delivered to Grantor personally, or by letter duly directed and mailed to Grantor at the address hereinafter shown.

Grantee shall, within fifteen (15) days after giving such notice, tender to Grantor the balance of said purchase price by Grantee's check payable to the order of Grantor, and Grantor shall simultaneously execute, acknowledge and deliver to Grantee a good and sufficient easement substantially in said form attached hereto; or Grantee may within such time deposit said balance of the purchase price in escrow with a duly qualified title insurance company, Agent, and cause written notice of such deposit to be given Grantor, in which case, Grantor shall within thirty (30) days thereafter deliver such easement duly executed and acknowledged to said Agent for Grantee.

Grantee may, at its own risk, enter upon said premises at all times during said option period or any extension thereof for any purpose; provided, however, that if Grantee fails to exercise this option within said option period, then all of Grantee's rights hereunder shall terminate and Grantee shall remove all of its personal property from said premises and shall reimburse Grantor for any damages caused by Grantee to said premises or to any crops growing thereon.

Dated this 25 day of MAY, 1979.

Dale A. Fleming  
Dale A. Fleming

Janice M. Fleming

Address: \_\_\_\_\_

State of Oregon )  
County of Klamath ) ss

On this day personally appeared before me the above named Dale Fleming known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that he (he, she or they) freely executed the same as his (his, her or their) voluntary act and deed.

1979. Given under my hand and official seal this 25 day of May.

Byron Ward  
Notary Public for Oregon  
Residing at Sand Point  
My Commission Expires: July 7 1979



When Recorded Return To  
PACIFIC POWER & LIGHT COMPANY  
RIGHT OF WAY DEPARTMENT  
Public Service Bldg., Portland, OR 97204  
ATTN: Byron Ward

13938

Sec. 1  
Sec. 12

T. 40 S., R. 9 E., W. M.

DALE A. FLEMING

175'  
875'  
875'

ROBERT L. CHEYNE

PACIFIC POWER & LIGHT COMPANY

OWNER Dale A. Fleming

SECTION 12 T. 40 S., R. 9 E., W. M.  
Klamath COUNTY, Oregon

DATE \_\_\_\_\_ GRANTORS \_\_\_\_\_

SCALE 1" = 400' EXHIBIT "A"

Total length = 3375' = 13.56 Acres

PD-

19

SHEET 1 OF 1

## RIGHT-OF-WAY EASEMENT

13939

The undersigned, Grantor, in consideration of \$\_\_\_\_\_, and other valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement for a right-of-way \_\_\_\_\_ feet in width for an electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, along the general course now located by Grantee over the following described property located in \_\_\_\_\_ County, State of Oregon, to wit:

As more particularly described on attached Exhibit(s) \_\_\_\_\_ by this reference made a part hereof.

The within grant shall include: the right to install and maintain guys and anchors outside said right-of-way; the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures; the present and future right to clear and cut away all trees outside of said right-of-way which might endanger said transmission line; the right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities, and the right of ingress and egress over adjacent lands of Grantor for all said purposes.

Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee to any property or crops on the above described real property arising out of the use thereof by Grantee.

At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right-of-way, nor shall any equipment or material of any kind that exceeds \_\_\_\_\_ feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

Subject to the foregoing limitations, said right-of-way may be used by Grantor for roads, agricultural crops and other purposes not inconsistent with said easement.

All such rights hereunder shall cease if and when such line shall have been abandoned and removed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

State of Oregon )  
County of \_\_\_\_\_ ) ss

EXHIBIT B

On this day personally appeared before me the above named \_\_\_\_\_

known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that \_\_\_\_\_ (he, she or they) freely executed the same as \_\_\_\_\_ (his, her or their) voluntary act and deed.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of June A.D., 1979 at 3:19 o'clock P.M., and duly recorded in Vol. 179 of Deeds on Page 13937.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bernetha H. Petch Deputy